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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
WONDERWORK, INC.,	Case No. 16-13607 (MKV)
Debtor.	Hearing: May 31, 2017 at 10:00 a.m.

HELP ME SEE, INC.'S OPPOSITION TO THE MOTION OF WONDERWORK, INC. FOR RECONSIDERATION AND CLARIFICATION OF ORDER DIRECTING THE APPOINTMENT OF AN EXAMINER AND ESTABLISHING TEMPORARY BUDGETARY CONTROLS

1. Through its motion, Debtor requests that the Court reconsider and clarify the Court's April 21, 2017 order (the "Order") [Dkt. No. 110] directing the appointment of an examiner and establishing temporary budgetary controls with regard to the prohibition on Debtor (i) reimbursing for "premium" travel and (ii) using Help Me See, Inc.'s ("HelpMeSee") intellectual property.

2. As a general matter, HelpMeSee does not object to the Court clarifying paragraph 6 of the Order to further define "premium travel" should the Court feel that is appropriate.[1]

3. HelpMeSee objects to Debtor's request to strike paragraph 7 (the "IP Provision") from the Order, which provides that "Debtor shall not use any of HMS' intellectual property in its donor solicitation materials or otherwise."

4. There is nothing controversial about the notion that Debtor should not infringe upon another party's intellectual property. Debtor's resistance to that restriction is puzzling and disturbing. Debtor is required to comply with applicable law in the operation of its property, and that would include the applicable legal requirement not to infringe on a third party's intellectual property.

5. While Debtor now contends that the IP Provision prevents it from soliciting donations because it "has no idea what the phrase 'intellectual property' means in this context,"[2] Debtor previously stated in its budget that it had suspended its direct mail program because of the Court's requirement that Debtor stamp all of its correspondence including its solicitation materials with a "Debtor in Possession" indication. *See* P. Mann email, dated April 28, 2017, attaching WonderWork's Board-Approved Budget, May 1, 2017 thru July 2017, at 1, attached as Exhibit A.

6. Debtor's contention that its due process rights were violated by the inclusion of the IP Provision in the Order is similarly disingenuous. Following the April 12, 2017 hearing,

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[1] In the Motion, Debtor did not identify any type of travel that it believed should fall outside the scope of "premium" travel. To the extent Debtor intends to do so at the hearing, HelpMeSee reserves its rights in such regard.

[2] *See* Debtor's Reply In Support of Motion For Entry of An Order Extending Debtor's Exclusive Periods for Filing A Chapter 11 Plan and Soliciting Acceptances Thereof, at 3 n.1 [Dkt. No. 132].

the parties exchanged forms of the Order and Debtor had the opportunity to review, comment on, and discuss the provisions proposed by HelpMeSee including the IP Provision.[3] On April 20, 2017, Debtor submitted the proposed order (which incorporated both the Debtor's and HelpMeSee's proposed provisions, including the IP Provision) to the Court and, in its cover email, took the opportunity to raise objections with regard to certain provisions in the order proposed by HelpMeSee. *See* P. Mann email, dated April 20, 2017, attached as Exhibit B. For whatever reason, Debtor elected at that time not to raise any specific objection or concern regarding the IP Provision. Debtor's decision to submit the IP Provision to the Court without comment does not amount to a violation of Debtor's due process rights.[4]

Dated: May 24, 2017
New York, New York

Respectfully submitted,

/s/ Benjamin Mintz
Benjamin Mintz

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[3] The Debtor never sought to comment upon or discuss the IP Provision with HelpMeSee.

[4] Moreover, the Order does not make any determination as to the scope of HelpMeSee's intellectual property rights. To the extent there is a dispute over such scope, Debtor's rights, due process or otherwise, are in no way prejudiced by the Order.